

WISCONSIN ELECTRIC POWER COMPANY

Volume 19 – Electric Rates

Revised 2 Sheet 180
Amendment No. 729
Rate Schedule TE 1

Effective In All Areas Served In Wisconsin

TELECOM EQUIPMENT SERVICE – Unmetered

AVAILABILITY

To customers contracting for secondary electric service for one year or more that are registered Incumbent or Competitive Local Exchange Carriers (LECs) of telecom service and that require an electric service connection to equipment owned by the ILEC or CLEC, or leased from a third party.

Availability of service under this tariff is further limited to customers where metered service is not readily available and the individual LEC-owned or leased equipment draws less power than that which can be practically or economically metered at each individual service location, as determined by Wisconsin Electric Power Company based on current metering specifications.

(See Conditions of Delivery section of this tariff for more detail on metering requirements).

RATE

Monthly Facilities Charge

Single-phase service \$4.00 per month

Energy Charge

The General Secondary Rate Schedule Cg 1 Energy Charge shall apply.

(See Determination of Energy section for calculation of kWh of usage billed.)

Point Beach Sale Credit

See Sheet No. 20.2

Adjustment for Cost of Fuel

See sheet Nos. 19 and 20

Transmission Adjustment

Reserved for future use.

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Minimum Charge

The minimum charge shall be the billed monthly facilities and energy charges.

Late Payment Charge

A one percent (1%) per month late payment charge will be applied to outstanding charges past due.

(Continued to Sheet No. 181)

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DETERMINATION OF ENERGY

Monthly billed energy usage shall be determined by multiplying the maximum hourly energy consumption of the LEC-owned or leased equipment unit, per manufacturer's specifications and confirmed by testing performed by Wisconsin Electric Power Company personnel, times the number of hours in the billing month.

CONDITIONS OF DELIVERY

1. The availability of this rate schedule is limited to individual LEC-owned or leased equipment units that cannot maintain 25 watts of load.
2. Service under this rate schedule will be subject to terms and conditions outlined in a separately executed Service Agreement signed by a representative of both the customer and Company. This Service Agreement will specify, at a minimum, the maximum hourly energy consumption of each LEC-owned or leased equipment unit, per manufacturer's specifications and subject to confirmation by testing performed by Wisconsin Electric Power Company personnel and any other customer-specific terms and conditions that are not otherwise specified in this tariff.

If a new type of LEC-owned or leased equipment unit is introduced, as reported by the customer pursuant to Conditions of Delivery point 8, below, the maximum load draw will be determined, per manufacturer's specifications, subject to confirmation by testing performed by Wisconsin Electric Power Company personnel, at their sole discretion, and incorporated into the billing calculations.

3. If and when, in Wisconsin Electric Power Company's sole discretion, new metering technology becomes available such that loads that cannot maintain 25 watts become practical and economical to individually meter, Wisconsin Electric Power Company reserves the right to require individual metering of each account and the customer will revert to the CG1 rate schedule for purposes of determining monthly billing. Costs incurred by placing individual meters shall be the responsibility of the customer.
4. The LEC-owned or leased telecom equipment shall operate in such a manner so as not to unduly affect the Company's voltage waveform or reliability of service to other customers.
5. Approximately one out of every 10 installations will allow easy accessibility to Wisconsin Electric Power Company field personnel for periodic spot testing of energy consumption.
6. The customer shall permit Company employees to inspect and test its telecom and related equipment at any reasonable time for the purpose of ensuring its continued safe operation and the non-interference of the LEC-owned or leased equipment with the reliability of service to other customers of the Company. Such inspections shall not relieve the customer from its obligation to maintain the facilities in satisfactory operating condition.

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7. The customer shall permit the Company, at any time as it deems necessary, to install or modify any equipment, facility or apparatus to protect the safety of its employees as a result of the operation of the customer's equipment. The customer shall reimburse the Company for the cost of such installation or modification upon receipt of a statement from the Company.
8. The customer shall notify Wisconsin Electric Power Company within 30 days of any additions, subtractions or modifications of equipment served under this rate schedule by the customer per the rules of the Service Agreement between the customer and Wisconsin Electric Power Company. If manufacturer's specifications and/or testing of new equipment by Wisconsin Electric Power Company personnel indicate an increase in the estimated annual energy usage, energy charges will be pro-rated to reflect this change as of the date that such equipment became operational.

The customer's failure to notify Wisconsin Electric Power Company of such change in equipment within 30 days of the change may result in back-billing at the new estimated annual energy usage for up to two years and/or cancellation of service under this rate, at the sole discretion of Wisconsin Electric Power Company.
9. All customer equipment shall be made available to Wisconsin Electric Power Company for testing at least 30 days prior to being energized. If equipment being installed is of the same brand and model number as devices already tested by Wisconsin Electric Power Company personnel for purposes of verifying maximum hourly energy consumption and meets all other requirements of service under this rate schedule, this requirement shall be waived.
10. Wisconsin Electric Power Company assumes no liability for damage to customer-owned or leased equipment served under this rate schedule, except for damages expressly caused by the negligence of Wisconsin Electric Power Company.
11. The adherence to electric code requirements for and maintenance of all LEC-owned or leased customer equipment is the sole responsibility of the Customer.
12. Each of the parties shall indemnify and hold the other harmless against any and all liability for injuries or damages to persons or property caused, without the negligence of such other party, by the operation and maintenance by such parties of their respective equipment, lines and other facilities.
13. Energy furnished under this rate shall not be used for purposes other than those specified in this tariff and shall not be resold.

All other conditions of delivery for CG1 service apply, as described on Sheet Nos. 62 through 64 of this tariff. Any apparent contradiction between the terms of this TE 1 rate schedule and the Conditions of Delivery for CG1 service will be governed by the TE 1 rate schedule terms and conditions.

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